

# TERMES ET CONDITIONS

DOCUMENT DE GARANTIE PRO PIEUX FONDATIONS

**PRO PIEUX INC. / PRO POST INC.**

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# NAVIGATION RAPIDE

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[CLIQUEZ ICI POUR ACTIVER VOTRE GARANTIE](#)



# GARANTIE DU MANUFACTURIER - QUÉBEC

Pro Pieux Inc. / Pro Post Inc. (« Pro Pieux ») offre à l'acheteur d'origine une garantie relativement au(x) vice(s) de fabrication de pieux d'une durée de VINGT-CINQ (25) années à compter de l'achat d'un(des) pieu(x) fabriqué(s) par Pro Pieux (« Pieux ») sujet aux restrictions, exclusions et conditions mentionnées ci-dessous. Sous réserves de l'accomplissement des conditions ci-dessous mentionnées, tous les Pieux sont visés par la présente garantie de fabrication.

L'installation de Pieux est exclue de la présente garantie. En cas d'erreur ou de vice d'installation, l'acheteur original devra s'adresser au franchisé Pro Pieux (« franchisé ») ayant installé les Pieux.

Les Pieux sont faits en acier galvanisé et sont composés d'une ailette ou hélice d'une grandeur variée ainsi que d'une tête de support permettant un ajustement des niveaux de la structure supportée et ont reçu les approbations du Centre canadien des matériaux de construction (CCMC 13608-R) et respectent les exigences du Code national du bâtiment du Québec.

Cette garantie de fabrication est octroyée seulement à l'acheteur d'origine et ne peut être vendue, cédée ou transférée à quiconque.

La responsabilité de Pro Pieux se limite au remplacement ou à la réparation de Pieux en cas de défaut de fabrication. Pro Pieux ne sera pas responsable de tout dommage secondaire ou indirect de quelque nature que ce soit. La garantie ne vise pas la responsabilité de Pro Pieux relative (i) aux changements de modèles de Pieux depuis l'achat de ceux-ci, (ii) aux pièces non fabriquées par Pro Pieux et (iii) à l'installation des Pieux et tout ce qui en découle. La présente garantie devient nulle et non avenue dans les cas suivants (i) la négligence de l'acheteur ou du franchisé ayant effectué l'installation, (ii) la(les) modification(s) aux Pieux (avant ou après l'installation) non autorisées par écrit par Pro Pieux, (iii) les bris dus au transport inadéquats, (v) le mauvais usage des Pieux par l'acheteur, (iv) tout changement à la structure supportée par les pieux postérieur à l'installation des Pieux (v) tout autre fait et geste provenant de l'acheteur, (vi) le tremblement de terre, (vii) les glissements de terrain, (viii) les inondations, (ix) le feu, (x) le vandalisme, (xi) la force majeure ou (xii) tout autre événement semblable hors du contrôle de Pro Pieux.

Lors de l'achat de Pieux, l'acheteur accepte par le fait même la présente garantie du fabricant qui remplace toute autre garantie du fabricant, expresse ou prévue par la loi, dans les limites permises par ces lois et la reconnaît comme la seule garantie officielle liant Pro Pieux à moins d'entente écrite entre l'acheteur et Pro Pieux. La présente garantie exclut toute déclaration, représentation ou autre garantie, expresse ou implicite, donnée par un installateur, un représentant non-autorisé ou un employé de Pro Pieux.



## CONDITIONS DE LA GARANTIE – SECTEUR RÉSIDENTIEL

Afin d'honorer la présente garantie du fabricant, les conditions suivantes doivent être rencontrées :

1. les Pieux doivent avoir été installés par le franchisé, seul installateur autorisé par Pro Pieux;
2. lors de l'installation, si les Pieux doivent être installés à une hauteur hors-sol, un espace suffisant doit être laissé entre le sol et la structure (incluant treillis, escalier, etc.) afin de permettre au sol de gonfler et de dégonfler lors de gel et de dégel;
3. un drainage adéquat doit exister autour des Pieux lorsque les Pieux doivent être installés à une hauteur hors-sol; Si les eaux de surface peuvent s'accumuler près des fondations, à cause de l'emplacement choisi pour installer le(s) Pieu(x), le terrain devra être aménagé en pente afin d'éviter une accumulation d'eau qui pourrait causer des dommages lors du gel et du dégel;
4. les Pieux ne doivent pas avoir été modifiés par l'acheteur ou un tiers autorisé par l'acheteur et doivent être utilisés dans les conditions normales auxquelles ils sont prévus;
5. aucun changement à la structure supportée par les Pieux ne doit avoir été effectuée par l'acheteur;
6. le sol et le remblai du sol ne doivent pas avoir été modifiés après l'installation des Pieux;
7. Il ne doit pas y avoir eu de mouvements dans les sections qui n'étaient pas soutenues par les Pieux ou qui contenaient des fondations à la résistance structurale ou à l'intégrité structurale défaillantes; et
8. un coupon de garantie devra avoir été complété par l'acheteur d'origine sur le site Internet au « [www.propieux.com/garantie](http://www.propieux.com/garantie) ».

Les Pieux remplacés deviennent la propriété de Pro Pieux.



## CONDITIONS DE LA GARANTIE – SECTEURS COMMERCIAL ET INSTITUTIONNEL

Afin d'honorer la présente garantie du fabricant, les conditions suivantes doivent être rencontrées :

1. les Pieux doivent avoir été installés par le franchisé, seul installateur autorisé par Pro Pieux;
2. lors de l'installation, si les Pieux doivent être installés à une hauteur hors-sol, un espace suffisant doit être laissé entre le sol et la structure (incluant treillis, escalier, etc.) afin de permettre au sol de gonfler et de dégonfler lors de gel et de dégel;
3. un drainage adéquat doit exister autour des Pieux lorsque les Pieux doivent être installés à une hauteur hors-sol; Si les eaux de surface peuvent s'accumuler près des fondations, à cause de l'emplacement choisi pour installer le(s) Pieu(x), le terrain devra être aménagé en pente afin d'éviter une accumulation d'eau qui pourrait causer des dommages lors du gel et du dégel;
4. les Pieux ne doivent pas avoir été modifiés par l'acheteur ou un tiers autorisé par l'acheteur et doivent être utilisés dans les conditions normales auxquelles ils sont prévus;
5. aucun changement à la structure supportée par les Pieux ne doit avoir été effectuée par l'acheteur;
6. le sol et le remblai du sol ne doivent pas avoir été modifiés après l'installation des Pieux;
7. Il ne doit pas y avoir eu de mouvements dans les sections qui n'étaient pas soutenues par les Pieux ou qui contenaient des fondations à la résistance structurale ou à l'intégrité structurale défaillantes; et
8. un coupon de garantie devra avoir été complété par l'acheteur d'origine sur le site Internet au « [www.propieux.com/garantie](http://www.propieux.com/garantie)».

**De plus, les conditions suivantes doivent également être rencontrées :**

9. un contrat d'installation selon la forme et teneur approuvé par le Franchiseur doit avoir été signé entre le franchisé, seul installateur autorisé par Pro Pieux, et l'acheteur;
10. l'acheteur doit avoir obtenu une analyse géotechnique des sols préalablement à l'installation des Pieux;



11. l'acheteur doit avoir obtenu un rapport de l'ingénieur désigné par Pro Pieux (incluant le sceau et les plans de la structure à redresser) préalablement à l'installation des Pieux; et l'acheteur doit avoir obtenu un certificat de conformité d'installation des Pieux de l'ingénieur désigné par Pro Pieux suite à l'installation des Pieux.

Les Pieux remplacés deviennent la propriété de Pro Pieux.

## **RÉCLAMATIONS**

Les réclamations doivent être transmises au franchisé Pro Pieux de votre région accompagnées d'une preuve de la date d'achat (copie de la facture) dans les TRENTE (30) jours de la connaissance du vice; à défaut de quoi la présente garantie ne pourra être honorée.

La présente garantie est valide seulement au Québec.

## **FRAIS**

Si un représentant de Pro Pieux se déplace pour une raison autre qu'un vice relié à la fabrication de Pieux, tous les frais de transport ou de déplacement sont exclus de cette garantie.

## **ÉLECTION DE DOMICILE**

Les parties élisent domicile dans la Ville de Sherbrooke situé dans le district judiciaire de Saint-François dans la province de Québec. La présente garantie de fabrication est et sera régie par les lois en vigueur au Canada et dans la province de Québec.

Pour toute question ou commentaire, veuillez communiquer avec le représentant autorisé Pro Pieux de votre région.

## **FABRICANT :**

Pro Pieux Inc. / Pro Post Inc.  
4670, route 112  
Ascot Corner (Québec) J0B 1A0  
Courriel : info@propieux.com



# MANUFACTURER'S WARRANTY – NOVA SCOTIA

Subject to all the limitations, exclusions and conditions mentioned below, PRO POST INC. provides to the original buyer a warranty of TWENTY-FIVE (25) years for any manufacturing defect from the date of purchase of the screw piles manufactured by PRO POST INC. Subject to the fulfillment of the conditions mentioned below, all screw piles are covered by this manufacturing warranty.

In case of error or defect of installation, the original buyer must contact the certified PRO POST INC. franchisee ("franchisee") who installed the screw piles. Installation of screw piles is excluded from this warranty.

The screw piles are made of galvanized steel and are composed of a blade or propeller of a varied size and a support head that permits a levelled adjustment of the supported structure. They are approved by the Canadian Construction Materials Center (CCMC 13608-R) and meet the requirements of the National Building Code of Canada 2010.

This manufacturing warranty is granted only to the original buyer and cannot be sold, assigned or transferred to anyone.

The responsibility of PRO POST INC. is limited to the replacement or the reparation of screw piles in cases of manufacturing defect. PRO POST INC. will not be held liable for any indirect or consequential damage of any nature whatsoever. The warranty does not engage the liability of PRO POST INC. for (i) the changes in models since purchase of the screw piles, (ii) to parts not manufactured by PRO POST INC. and (iii) the installation of the screw piles and all of which ensues from it. This warranty becomes null and void in the following cases: (i) the negligence of the buyer or the franchisee having done the installation, (ii) the changes made unauthorized in writing by PRO POST INC. to the screw piles (before or after installation), (iii) inadequate transport damage, (iv) any post-installation change to the structure supported by Pro Post screw piles (iv) the misuse of the screw piles by the buyer, (v) any other act from the buyer, (vi) an earthquake, (vii) landslides, (viii) floods, (ix) fire, (x) vandalism, (xi) force majeure or (xii) any other similar event beyond the control of PRO POST INC.

Upon purchase of screw piles, the buyer accepts de facto this manufacturer's warranty which replaces any other manufacturer's warranty, express or statutory, within the limits of laws. The buyer recognizes the present warranty as the only official warranty binding PRO POST INC. unless a written agreement is made between the buyer and PRO POST INC.

This warranty excludes any declarations, representations or other warranties, express or implied, given by an installer, an unauthorized representative or an employee of PRO POST INC.



## WARRANTY CONDITIONS - RESIDENTIAL SECTOR

For this manufacturer's warranty to be honored, the following conditions must be met:

1. the screw piles must be installed by a certified PRO POST INC. franchisee;
2. during installation, when screw piles are installed above grade level, sufficient space must be left between the ground and the structure (including mesh, stairs, etc.) to allow the soil to inflate and deflate during freezing and thawing;
3. adequate drainage must exist around the screw piles when screw piles are installed above grade level. If surface water accumulates near the foundation due to the location selected to install the screw piles, the land will have to be converted into a slope to avoid accumulation of water that could cause damage during freezing and thawing;
4. the screw piles must not have been modified by the buyer or a third party authorized by the buyer and must be used under the normal conditions to which they are intended;
5. no change to the structure supported by Pro Post screw piles shall have been made by the buyer;
6. the soil and the soil fill must not have been modified after the installation of the screw piles;
7. There must have been no movements in sections which were not supported by the Piles or which contained foundations with failing structural strength or structural integrity; And
8. a warranty coupon must have been completed by the original purchaser on the website at "[www.propostfoundations.com/warranty](http://www.propostfoundations.com/warranty)".

The replaced screw piles become the property of PRO POST INC.





## **WARRANTY CONDITIONS – COMMERCIAL AND INSTITUTIONAL SECTORS**

For this manufacturer's warranty to be honored, the following conditions must be met:

1. the screw piles must be installed by a certified PRO POST INC. franchisee;
2. during installation, when screw piles are installed above grade level, sufficient space must be left between the ground and the structure (including mesh, stairs, etc.) to allow the soil to inflate and deflate during freezing and thawing;
3. adequate drainage must exist around the screw piles when screw piles are installed above grade level. If surface water accumulates near the foundation due to the location selected to install the screw piles, the land will have to be converted into a slope to avoid accumulation of water that could cause damage during freezing and thawing;
4. the screw piles must not have been modified by the buyer or a third party authorized by the buyer and must be used under the normal conditions to which they are intended;
5. no change to the structure supported by Pro Post shall have been made by the buyer;
6. the soil and the soil fill must not have been modified after the installation of the screw piles;
7. There must have been no movements in sections which were not supported by the Piles or which contained foundations with failing structural strength or structural integrity; And
8. a warranty coupon must have been completed by the original purchaser on the website at "[www.propostfoundations.com/warranty](http://www.propostfoundations.com/warranty)".

### **In addition, the following conditions must be met:**

9. an installation contract in the form and content approved by PRO POST INC. must have been signed between the franchisee, sole installer authorized by PRO POST INC., and the buyer;
10. the buyer must have obtained a geotechnical analysis of the ground prior to the installation of the screw piles;
11. the buyer must have obtained from the engineer designated by PRO POST INC. its report (including the seal and the plans of the structure to be straightened) prior to the installation of the screw piles; and



12. the buyer must have obtained from the engineer designated by PRO POST INC. a certificate of conformity of installation of the screw piles following the installation of the screw piles.

The replaced screw piles become the property of PRO POST INC.

## **CLAIMS**

Claims must be submitted to your local certified franchisee of PRO POST INC. accompanied by proof of date of purchase (copy of invoice) within THIRTY (30) days of knowledge of the defect; otherwise the warranty will not be honored.

## **CHOICE OF LAW**

This warranty, its interpretation, its execution, its application, its validity and its effects are subject to applicable laws in force in the Province of Quebec, the Province of Nova Scotia and in Canada, which govern all of the provisions it contains in whole or in part.

## **COSTS**

If a PRO POST INC. representative travels for a reason other than a defect related to the manufacturing of screw piles, all costs of transportation and travel are excluded from this warranty.

## **VENUE**

The parties chose the City of Sherbrooke, in the judicial district of Saint-François in the province of Quebec as venue for dispute.

For questions or comments, please contact your local PRO POST INC. authorized representative.

## **MANUFACTURER :**

PRO POST INC.  
4670, route 112  
Ascot Corner (Quebec) J0B 1A0  
Email: [info@propostfoundations.com](mailto:info@propostfoundations.com)

*Garantie du fabricant - NOUVELLE-ÉCOSSE*



# MANUFACTURER'S WARRANTY – PRINCE EDWARD ISLAND

Subject to all the limitations, exclusions and conditions mentioned below, PRO POST INC. provides to the original buyer a warranty of TWENTY-FIVE (25) years for any manufacturing defect from the date of purchase of the screw piles manufactured by PRO POST INC. Subject to the fulfillment of the conditions mentioned below, all screw piles are covered by this manufacturing warranty.

In case of error or defect of installation, the original buyer must contact the certified PRO POST INC. franchisee ("franchisee") who installed the screw piles. Installation of screw piles is excluded from this warranty.

The screw piles are made of galvanized steel and are composed of a blade or propeller of a varied size and a support head that permits a levelled adjustment of the supported structure. They are approved by the Canadian Construction Materials Center (CCMC 13608-R) and meet the requirements of the National Building Code of Canada 2010.

This manufacturing warranty is granted only to the original buyer and cannot be sold, assigned or transferred to anyone.

The responsibility of PRO POST INC. is limited to the replacement or the reparation of screw piles in cases of manufacturing defect. PRO POST INC. will not be held liable for any indirect or consequential damage of any nature whatsoever. The warranty does not engage the liability of PRO POST INC. for (i) the changes in models since purchase of the screw piles, (ii) to parts not manufactured by PRO POST INC. and (iii) the installation of the screw piles and all of which ensues from it. This warranty becomes null and void in the following cases: (i) the negligence of the buyer or the franchisee having done the installation, (ii) the changes made unauthorized in writing by PRO POST INC. to the screw piles (before or after installation), (iii) inadequate transport damage, (iv) any post-installation change to the structure supported by Pro Post screw piles (iv) the misuse of the screw piles by the buyer, (v) any other act from the buyer, (vi) an earthquake, (vii) landslides, (viii) floods, (ix) fire, (x) vandalism, (xi) force majeure or (xii) any other similar event beyond the control of PRO POST INC.

Upon purchase of screw piles, the buyer accepts de facto this manufacturer's warranty which replaces any other manufacturer's warranty, express or statutory, within the limits of laws. The buyer recognizes the present warranty as the only official warranty binding PRO POST INC. unless a written agreement is made between the buyer and PRO POST INC.

This warranty excludes any declarations, representations or other warranties, express or implied, given by an installer, an unauthorized representative or an employee of PRO POST INC.



## WARRANTY CONDITIONS - RESIDENTIAL SECTOR

For this manufacturer's warranty to be honored, the following conditions must be met:

1. the screw piles must be installed by a certified PRO POST INC. franchisee;
2. during installation, when screw piles are installed above grade level, sufficient space must be left between the ground and the structure (including mesh, stairs, etc.) to allow the soil to inflate and deflate during freezing and thawing;
3. adequate drainage must exist around the screw piles when screw piles are installed above grade level. If surface water accumulates near the foundation due to the location selected to install the screw piles, the land will have to be converted into a slope to avoid accumulation of water that could cause damage during freezing and thawing;
4. the screw piles must not have been modified by the buyer or a third party authorized by the buyer and must be used under the normal conditions to which they are intended;
5. no change to the structure supported by Pro Post screw piles shall have been made by the buyer;
6. the soil and the soil fill must not have been modified after the installation of the screw piles;
7. There must have been no movements in sections which were not supported by the Piles or which contained foundations with failing structural strength or structural integrity; And
8. a warranty coupon must have been completed by the original purchaser on the website at "[www.propostfoundations.com/warranty](http://www.propostfoundations.com/warranty)".

The replaced screw piles become the property of PRO POST INC.



## WARRANTY CONDITIONS – COMMERCIAL AND INSTITUTIONAL SECTORS

For this manufacturer's warranty to be honored, the following conditions must be met:

1. the screw piles must be installed by a certified PRO POST INC. franchisee;
2. during installation, when screw piles are installed above grade level, sufficient space must be left between the ground and the structure (including mesh, stairs, etc.) to allow the soil to inflate and deflate during freezing and thawing;
3. adequate drainage must exist around the screw piles when screw piles are installed above grade level. If surface water accumulates near the foundation due to the location selected to install the screw piles, the land will have to be converted into a slope to avoid accumulation of water that could cause damage during freezing and thawing;
4. the screw piles must not have been modified by the buyer or a third party authorized by the buyer and must be used under the normal conditions to which they are intended;
5. no change to the structure supported by Pro Post shall have been made by the buyer;
6. the soil and the soil fill must not have been modified after the installation of the screw piles;
7. There must have been no movements in sections which were not supported by the Piles or which contained foundations with failing structural strength or structural integrity; And
8. a warranty coupon must have been completed by the original purchaser on the website at "[www.propostfoundations.com/warranty](http://www.propostfoundations.com/warranty)".

### **In addition, the following conditions must be met:**

9. an installation contract in the form and content approved by PRO POST INC. must have been signed between the franchisee, sole installer authorized by PRO POST INC., and the buyer;
10. the buyer must have obtained a geotechnical analysis of the ground prior to the installation of the screw piles;
11. the buyer must have obtained from the engineer designated by PRO POST INC. its report (including the seal and the plans of the structure to be straightened) prior to the installation of the screw piles; and



12. the buyer must have obtained from the engineer designated by PRO POST INC. a certificate of conformity of installation of the screw piles following the installation of the screw piles.

The replaced screw piles become the property of PRO POST INC.

## **CLAIMS**

Claims must be submitted to your local certified franchisee of PRO POST INC. accompanied by proof of date of purchase (copy of invoice) within THIRTY (30) days of knowledge of the defect; otherwise the warranty will not be honored.

## **CHOICE OF LAW**

This warranty, its interpretation, its execution, its application, its validity and its effects are subject to applicable laws in force in the Province of Quebec, the Province of Nova Scotia and in Canada, which govern all of the provisions it contains in whole or in part.

## **COSTS**

If a PRO POST INC. representative travels for a reason other than a defect related to the manufacturing of screw piles, all costs of transportation and travel are excluded from this warranty.

## **VENUE**

The parties chose the City of Sherbrooke, in the judicial district of Saint-François in the province of Quebec as venue for dispute.

For questions or comments, please contact your local PRO POST INC. authorized representative.

## **MANUFACTURER :**

PRO POST INC.  
4670, route 112  
Ascot Corner (Quebec) J0B 1A0  
Email: [info@propostfoundations.com](mailto:info@propostfoundations.com)

*Garantie du manufacturier - ÎLE-DU-PRINCE-EDOUARD*



# MANUFACTURER'S WARRANTY – NEW BRUNSWICK

Subject to all the limitations, exclusions and conditions mentioned below, PRO POST CANADA INC. provides to the original buyer a warranty of twenty-five (25) years for any manufacturing defect from the date of purchase of the screw piles manufactured by PRO POST CANADA INC. Subject to the fulfillment of the conditions mentioned below, all screw piles are covered by this warranty.

In case of error or defect of installation, the original buyer must contact the certified PRO POST CANADA INC. distributor ("distributor") who installed the screw piles. Installation of screw piles is excluded from this warranty.

The screw piles are made of galvanized steel and are composed of a blade or propeller of a varied size and a support head that permits a levelled adjustment of the supported structure. They are approved by the Canadian Construction Materials Center (CCMC 13608-R) and meet the requirements of the National Building Code of Canada 2010. THE BUYER SHOULD CONSULT LOCAL CONSTRUCTION CODES AND/OR SEEK PROFESSIONAL ENGINEERING ADVICE TO DETERMINE THE SUITABILITY OF THE USE OF THE SCREW PILES FOR THE SPECIFIC APPLICATION AND THE FITNESS FOR PURPOSE OF THE PRODUCT.

This manufacturing warranty is granted only to the original buyer and cannot be sold, assigned or transferred to anyone.

The liability of PRO POST CANADA INC. is limited to the cost of providing the replacement or the repair of screw piles in cases of manufacturing defect. PRO POST CANADA INC. is not liable and disclaims any liability for any costs incurred for any indirect or consequential damage of any nature whatsoever. Indirect and consequential damages include any damages caused by or resulting from a manufacturer's defect and also include the cost to remove and replace the screw piles. PRO POST CANADA INC. is not liable under this or any warranty for damages resulting (i) from the changes in design that occur after the purchase of the screw piles, (ii) from or to the parts or equipment used in conjunction with the screw piles that are not manufactured by PRO POST CANADA INC. or (iii) from the installation of the screw piles. PRO POST CANADA INC. is not liable and this warranty is null and void in the following cases: (i) negligent use or installation by the buyer or the distributor, (ii) the changes made to the screw piles (before or after installation) without written authorization by PRO POST CANADA INC, (iii) damage during transport or installation, (iv) any post-installation change to the structure supported by screw piles (iv) the misuse of the screw piles by the buyer, (v) any other act the buyer that causes damage to the screw piles, (vi) an earthquake, (vii) landslides, (viii) floods, (ix) fire, (x) vandalism, (xi) force majeure or (xii) any other similar event beyond the control of PRO POST CANADA INC.

Upon purchase of screw piles, the buyer accepts this manufacturer's warranty and this warranty replaces any other manufacturer's warranty, express, implied or statutory, within the limits of laws. The warranty provides the buyer's sole and exclusive remedy. The buyer, to the extent permitted by law, waives any express or implied statutory remedies or warranties including those under sales of goods legislation or consumer legislation.



The buyer recognizes the present warranty as the only warranty binding on PRO POST CANADA INC. unless a written agreement is made between the buyer and PRO POST CANADA INC. This warranty excludes any declarations, representations or other warranties, express or implied, given by an installer, an unauthorized representative or an employee of PRO POST CANADA INC.

## **WARRANTY CONDITIONS - RESIDENTIAL SECTOR**

For this manufacturer's warranty to be honored, the following conditions must be met:

1. the screw piles must be installed by a certified PRO POST INC. franchisee;
2. during installation, when screw piles are installed above grade level, sufficient space must be left between the ground and the structure (including mesh, stairs, etc.) to allow the soil to inflate and deflate during freezing and thawing;
3. adequate drainage must exist around the screw piles when screw piles are installed above grade level. If surface water accumulates near the foundation due to the location selected to install the screw piles, the land will have to be converted into a slope to avoid accumulation of water that could cause damage during freezing and thawing;
4. the screw piles must not have been modified by the buyer or a third party authorized by the buyer and must be used under the normal conditions to which they are intended;
5. no change to the structure supported by Pro Post screw piles shall have been made by the buyer;
6. the soil and the soil fill must not have been modified after the installation of the screw piles;
7. There must have been no movements in sections which were not supported by the Piles or which contained foundations with failing structural strength or structural integrity; And
8. a warranty coupon must have been completed by the original purchaser on the website at "[www.propostfoundations.com/warranty](http://www.propostfoundations.com/warranty)".

The replaced screw piles become the property of PRO POST CANADA INC.





## **WARRANTY CONDITIONS – COMMERCIAL AND INSTITUTIONAL SECTORS**

For this manufacturer's warranty to be honored, the following conditions must be met:

1. the screw piles must be installed by a certified PRO POST INC. franchisee;
2. during installation, when screw piles are installed above grade level, sufficient space must be left between the ground and the structure (including mesh, stairs, etc.) to allow the soil to inflate and deflate during freezing and thawing;
3. adequate drainage must exist around the screw piles when screw piles are installed above grade level. If surface water accumulates near the foundation due to the location selected to install the screw piles, the land will have to be converted into a slope to avoid accumulation of water that could cause damage during freezing and thawing;
4. the screw piles must not have been modified by the buyer or a third party authorized by the buyer and must be used under the normal conditions to which they are intended;
5. no change to the structure supported by Pro Post screw piles shall have been made by the buyer;
6. the soil and the soil fill must not have been modified after the installation of the screw piles;
7. There must have been no movements in sections which were not supported by the Piles or which contained foundations with failing structural strength or structural integrity; And
8. a warranty coupon must have been completed by the original purchaser on the website at "[www.propostfoundations.com/warranty](http://www.propostfoundations.com/warranty)".

### **In addition, the following conditions must be met:**

1. an installation contract in the form and content approved by PRO POST CANADA INC. must have been signed between the distributor, sole installer authorized by PRO POST CANADA INC., and the buyer;
2. the buyer must have obtained a geotechnical analysis of the ground prior to the installation of the screw piles;
3. the buyer must have obtained from the engineer designated by PRO POST CANADA INC. its report (including the seal and the plans of the structure to be straightened) prior to the installation of the screw piles; and



4. The buyer must have obtained from the engineer designated by PRO POST CANADA INC. a certificate of conformity of installation of the screw piles following the installation of the screw piles.

The replaced screw piles become the property of PRO POST CANADA INC.

## **CLAIMS**

Claims must be submitted to your local certified distributor of PRO POST CANADA INC. accompanied by proof of date of purchase (copy of invoice) within THIRTY (30) days of knowledge of the defect; otherwise the warranty will not be honored.

This Warranty, its interpretation, its execution, its application, its validity and its effects are subject to applicable laws in force in the Province of Quebec and in Canada, which govern all of the provisions it contains in whole or in part and the courts of the Province of Quebec have sole and exclusive jurisdiction to determine the matters under this warranty.

## **COSTS**

If a PRO POST CANADA INC. representative travels for a reason other than a defect related to the manufacturing of screw piles, all costs of transportation and travel are excluded from this warranty.

## **ELECTION**

The parties agree to the jurisdiction of the courts of Quebec sitting in the City of Sherbrooke, in the judicial district of Saint-François in the province of Quebec.

For questions or comments, please contact your local authorized representative.

## **MANUFACTURER :**

PRO POST CANADA INC.  
4670, route 112  
Ascot Corner (Quebec) J0B 1A0  
Email: [info@propostfoundations.com](mailto:info@propostfoundations.com)

*Garantie du manufacturier - NOUVEAU-BRUNSWICK*



# MANUFACTURER'S WARRANTY – ONTARIO

Subject to all the limitations, exclusions and conditions mentioned below, PRO POST CANADA INC. provides to the original buyer a warranty of twenty-five (25) years for any manufacturing defect from the date of purchase of the screw piles manufactured by PRO POST CANADA INC. Subject to the fulfillment of the conditions mentioned below, all screw piles are covered by this manufacturing warranty.

In case of error or defect of installation, the original buyer must contact the certified PRO POST CANADA INC. distributor ("distributor") who installed the screw piles. Installation of screw piles is excluded from this warranty.

The screw piles are made of galvanized steel and are composed of a blade or propeller of a varied size and a support head that permits a levelled adjustment of the supported structure. They are approved by the Canadian Construction Materials Center (CCMC 13608-R) and meet the requirements of the National Building Code of Canada 2010.

This manufacturing warranty is granted only to the original buyer and cannot be sold, assigned or transferred to anyone.

The responsibility of PRO POST CANADA INC. is limited to the replacement or the reparation of screw piles in cases of manufacturing defect. PRO POST CANADA INC. will not be held liable for any indirect or consequential damage of any nature whatsoever. The warranty does not engage the liability of PRO POST CANADA INC. for (i) the changes in models since purchase of the screw piles, (ii) to parts not manufactured by PRO POST CANADA INC. and (iii) the installation of the screw piles and all of which ensues from it. This warranty becomes null and void in the following cases: (i) the negligence of the buyer or the distributor having done the installation, (ii) the changes made unauthorized in writing by PRO POST CANADA INC. to the screw piles (before or after installation), (iii) inadequate transport damage, (iv) any post-installation change to the structure supported by Pro Post screw piles (iv) the misuse of the screw piles by the buyer, (v) any other act from the buyer, (vi) an earthquake, (vii) landslides, (viii) floods, (ix) fire, (x) vandalism, (xi) force majeure or (xii) any other similar event beyond the control of PRO POST CANADA INC.

Upon purchase of screw piles, the buyer accepts de facto this manufacturer's warranty which replaces any other manufacturer's warranty, express or statutory, within the limits of by laws. The buyer, to the extent permitted by law, waives any express or implied statutory remedies or warranties including those under sales of goods legislation or consumer legislation. The buyer recognizes the present warranty as the only official warranty binding PRO POST CANADA INC. unless a written agreement is made between the buyer and PRO POST CANADA INC. This warranty supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the product.



## WARRANTY CONDITIONS - RESIDENTIAL SECTOR

For this manufacturer's warranty to be honored, the following conditions must be met:

1. the screw piles must be installed by a certified PRO POST INC. franchisee;
2. during installation, when screw piles are installed above grade level, sufficient space must be left between the ground and the structure (including mesh, stairs, etc.) to allow the soil to inflate and deflate during freezing and thawing;
3. adequate drainage must exist around the screw piles when screw piles are installed above grade level. If surface water accumulates near the foundation due to the location selected to install the screw piles, the land will have to be converted into a slope to avoid accumulation of water that could cause damage during freezing and thawing;
4. the screw piles must not have been modified by the buyer or a third party authorized by the buyer and must be used under the normal conditions to which they are intended;
5. no change to the structure supported by Pro Post screw piles shall have been made by the buyer;
6. the soil and the soil fill must not have been modified after the installation of the screw piles;
7. There must have been no movements in sections which were not supported by the Piles or which contained foundations with failing structural strength or structural integrity; And
8. a warranty coupon must have been completed by the original purchaser on the website at "[www.propostfoundations.com/warranty](http://www.propostfoundations.com/warranty)".

The replaced screw piles become the property of PRO POST CANADA INC.



## WARRANTY CONDITIONS – COMMERCIAL AND INSTITUTIONAL SECTORS

For this manufacturer's warranty to be honored, the following conditions must be met:

1. the screw piles must be installed by a certified PRO POST INC. franchisee;
2. during installation, when screw piles are installed above grade level, sufficient space must be left between the ground and the structure (including mesh, stairs, etc.) to allow the soil to inflate and deflate during freezing and thawing;
3. adequate drainage must exist around the screw piles when screw piles are installed above grade level. If surface water accumulates near the foundation due to the location selected to install the screw piles, the land will have to be converted into a slope to avoid accumulation of water that could cause damage during freezing and thawing;
4. the screw piles must not have been modified by the buyer or a third party authorized by the buyer and must be used under the normal conditions to which they are intended;
5. no change to the structure supported by Pro Post screw piles shall have been made by the buyer;
6. the soil and the soil fill must not have been modified after the installation of the screw piles;
7. There must have been no movements in sections which were not supported by the Piles or which contained foundations with failing structural strength or structural integrity; And
8. a warranty coupon must have been completed by the original purchaser on the website at "[www.propostfoundations.com/warranty](http://www.propostfoundations.com/warranty)".

### **In addition, the following conditions must be met:**

1. an installation contract in the form and content approved by PRO POST CANADA INC. must have been signed between the distributor, sole installer authorized by PRO POST CANADA INC., and the buyer;
2. the buyer must have obtained a geotechnical analysis of the ground prior to the installation of the screw piles;
3. the buyer must have obtained from the engineer designated by PRO POST CANADA INC. its report (including the seal and the plans of the structure to be straightened) prior to the installation of the screw piles; and



4. The buyer must have obtained from the engineer designated by PRO POST CANADA INC. a certificate of conformity of installation of the screw piles following the installation of the screw piles.

The replaced screw piles become the property of PRO POST CANADA INC.

## **CLAIMS**

Claims must be submitted to your local certified distributor of PRO POST CANADA INC. accompanied by proof of date of purchase (copy of invoice) within THIRTY (30) days of knowledge of the defect; otherwise the warranty will not be honored.

This warranty, its interpretation, its execution, its application, its validity and its effects are subject to applicable laws in force in the Province of Quebec and in Canada, which govern all of the provisions it contains in whole or in part.

## **COSTS**

If a PRO POST CANADA INC. representative travels for a reason other than a defect related to the manufacturing of screw piles, all costs of transportation and travel are excluded from this warranty.

## **ELECTION**

The parties elect domicile in the City of Sherbrooke, in the judicial district of Saint-François in the province of Quebec.

For questions or comments, please contact your local authorized representative.

## **MANUFACTURER :**

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*Garantie du manufacturier - ONTARIO*



